

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

TECSPEC LLC, RICHARD ROSE, ROBERT SENIA,
and RALPH SCHLENKER,

Plaintiffs,

- against -

MICHAEL DONNOLO, JOSHUA DONNOLO,
JOHN MICHAEL LONG, BRAYA CONCEPTS
LLC, BRAYA MACHINE COMPANY LLC,
BRAYA SYSTEMS LLC, BRAYA VENTURES
LLC, ABC CORPORATIONS 1-10,

Defendants.

BRAYA CONCEPTS LLC, BRAYA MACHINE
COMPANY LLC, BRAYA SYSTEMS LLC, BRAYA
VENTURES LLC, JOHN MICHAEL LONG,
JOSHUA DONNOLO, and MICHAEL DONNOLO,
individually and derivatively on behalf of Tecspec
LLC,

Counterclaim Plaintiffs,

v.

RALPH SCHLENKER, ROBERT SENIA,
RICHARD ROSE, SRS ENTERPRISES INC., SRS
ENTERPRISES NJ LLC, HVAC SERVICE
ASSOCIATES, and SRS RESEARCH LLC,

Counterclaim Defendants.

-against-

TECSPEC LLC

Nominal
Counterclaim Defendant

Case No. 1:24-cv-08077-JHR

**DECLARATION OF JOHN
MICHAEL LONG**

JOHN MICHAEL LONG states the following as true and accurate, under penalty of perjury:

1. I submit this declaration in support of Defendants/Counterclaim Plaintiffs' Order to Show Cause seeking, as set forth in the moving papers, an Order temporarily and preliminarily enjoining and restraining Plaintiffs/Counterclaim Defendants Richard Rose, Robert Senia, Ralph Schlenker, SRS Enterprises Inc., SRS Enterprises, NJ LLC, HVAC Service Associates and SRS Research LLC, and any person or entity acting in concert with them, representing them, or under their supervision, contacting, harassing, threatening, and/or communicating with, in any way, all customers and business prospects of Braya Concepts LLC, Braya Machine Company LLC, Braya Systems LLC and Braya Ventures LLC (the "Braya Entities"), John Michael Long, and/or Joshua Donnolo (collectively, "Defendants/Counterclaim Plaintiffs") and interfering in any way with the business dealings and performances of the Defendants/Counterclaim Plaintiffs.

2. All of the facts contained in this Declaration are based upon my personal knowledge.

A. Michael Donnolo Transfers his Interest in the Braya Entities

3. I have been a product designer of heating ventilation and air conditioning ("HVAC") units and accessories since 2019.

4. I earned a B.A. in Physics from Wittenberg University and B.S. in Mechanical Engineering from Columbia University.

5. My business partner, Joshua Donnolo ("Joshua"), is an electrical engineer. He earned a B.S. in Electrical Engineering at Manhattan College and has extensive experience with the development of HVAC units and accessories.

6. On June 6, 2025, this Court issued an order enjoining Michael Donnolo ("Michael") from engaging in any business activities concerning the manufacturing of HVAC units for any

projects located in any county in which Tecspec LLC (“Tecspec”) is doing business [ECF No. 147] (the “Order”).

7. The Order expressly stated that myself, Joshua, Braya Concepts LLC (“Concepts”), Braya Machine Company LLC (“Machine”), Braya Systems LLC (“Systems”), and Braya Ventures LLC (“Ventures”, together with Concepts, Machine, and Systems, the “Braya Entities”) are not enjoined from conducting such business.

8. Shortly after the order was issued, Michael transferred his membership interest in the Braya Entities to Joshua and me. True and accurate copies of the Braya Entities’ Amended Operating Agreements are annexed hereto as **Exhibit A**.

9. I currently own 49% of the Braya Entities, and Joshua owns the remaining 51%.

10. Michael has no ownership interest in the Braya Entities.

11. Michael is not entitled to any distributions related to the Braya Entities.

12. Since divesting his interests, Michael has not directly or indirectly engaged in, carried on, or is in any way connected with or interested in the Braya Entities or the business activities of the Braya Entities.

13. With our combined extensive experience in the HVAC industry, Joshua and I are more than capable of managing the Braya Entities without input from Michael.

14. Neither I nor Joshua have ever held a membership interest in Tecspec.

B. Plaintiffs/Counterclaim Defendants Interfere with Braya’s Business, Despite Having no Right to do so

15. Prior to the issuance of the Order, the Braya Entities entered into an agreement with a certain client-company of Braya’s (the “Client-Company”) to produce HVAC units for a project located in New York County.

16. This agreement represents an extremely lucrative business opportunity, particularly given that the Braya Entities are relatively new companies.

17. I recently learned that Plaintiffs/Counterclaim Defendants contacted the Client-Company and threatened it with court-ordered sanctions or contempt if it continues to do business with the Braya Entities.

18. My attorneys have advised me that the Client-Company—who is not enjoined from any conduct—cannot be held in contempt in connection with the Order. Accordingly, Plaintiffs/Counterclaim Defendants’ threats are categorically false as a matter of law.

19. In any event, the Braya Entities are not enjoined from engaging in the manufacture of HVAC units in New York County. Only Michael is. And Michael currently has no involvement with the Braya Entities.

20. Thus, the Braya Entities’ business with the Client-Company does not violate the Order.

21. Plaintiff/Counterclaim Defendants’ threats are placing the Braya Entities’ business with the Client-Company at grave risk.

C. Conclusion

22. Plaintiffs/Counterclaim Defendants’ conduct is completely unjustified and threatens the very existence of the Braya Entities. Simply put, it will be impossible for the Braya Entities to conduct business if Plaintiffs/Counterclaim Defendants are permitted to baselessly threaten the Braya Entities’ customers.

23. Accordingly, this Court should issue an order for the requested injunctive relief.

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DECLARATION

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 17, 2025


JOHN MICHAEL LONG